

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

NW-WA0400-2-00001

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(incl. addenda)

2. CONTRACT NO.

3. AWARD/EFFECTIVE
DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

52-DGNW-2-91011

6. SOLICITATION ISSUE
DATE

4/2/02

7. FOR SOLICITATION
INFORMATION CALL:

a. NAME

Ed Tennant or Mary Watson

b. TELEPHONE NUMBER (No collect calls)

(301) 713-0823

8. OFFER DUE DATE/
LOCAL TIME

5/3/02 1600

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

☒ UNRESTRICTED☐ SET ASIDE % FOR☐ SMALL BUSINESS☐ SMALL DISADV. BUSINESS☐ 8(A)

NAICS 333999

SIZE STANDARD: 500 empl.

11. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED☐ SEE SCHEDULE☐ 13a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☒ RFP

12. DISCOUNT TERMS

U.S. Department of Commerce, NOAA
NWS Acquisition Management Division
1305 East-West Highway, Station #7604
Silver Spring, Maryland 20910-3281

15. DELIVER TO

CODE

See attached "Addendum to FAR Clause 52.212-4"
and "Addendum for Continuation of Blocks 19-24
from SF1449."

16. ADMINISTERED BY

CODE

See Block 9.

17a. CONTRACTOR/
OFFEROR

CODE

FACILITY
CODE

18a. PAYMENT WILL BE MADE BY

CODE

U.S. Department of Commerce, NOAA
20020 Century Blvd., Code OFA2212x2
Germantown, Maryland 20874

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW
IS CHECKED☒ SEE ADDENDUM19.
ITEM NO.20.
SCHEDULE OF SUPPLIES/SERVICES21.
QUANTITY22.
UNIT23.
UNIT PRICE24.
AMOUNT

See "Addendum for Continuation of
Blocks 19-24 from SF1449," attached hereto.

(Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES
TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET
FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO
THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____ OFFER
DATED _____. YOUR OFFER ON SOLICITATION (BLOCK
5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH
HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE
CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR☐ PARTIAL ☐ FINAL

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

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Addendum for Continuation of Block 18b from SF 1449

Invoices should be submitted to the Contracting Officer's Technical Representative (COTR) at the COTR's address set forth in the "Addendum to FAR Clause 52.212-4," attached to this solicitation and resultant contract.

Addendum for Continuation of Blocks 19 - 24 from SF 1449

Item	Description	Quantity	Unit Price	Total Price
0001	Proton Energy Systems, Inc. HOGEN 20 Tank Filling/Stainless Steel Hydrogen Generator (Part No. PES01094) or equal	3 each	\$	\$
0002	Proton Energy Systems, Inc. 400 Gallon Tank Assembly (Part No. PES400TNK) or equal	3 each	\$	\$
0003	Installation of Items 0001 and 0002, with 16 hours of on-site training	xxxx	xxxx	xxxx
0003A	Installation and training at upper-air site at Grantley Adams International Airport, Barbados	1 job	xxxx	\$
0003B	Installation and training at upper-air site at Piarco International Airport, Trinidad	1 job	xxxx	\$
0003C	Installation and training at upper-air site at Owen Roberts International Airport, Grand Cayman	1 job	xxxx	\$
0004	Documentation (in English) for Items 0001 and 0002, consisting of Operations, Maintenance, and Installation Manual, Training Materials, and Installation Drawings	4 sets	\$	\$
0005	Proton Energy Systems, Inc. Major Mechanical Spares Kit (Part No. KPES01136) or equal	3 kits	\$	\$
0006	Proton Energy Systems, Inc. Overhaul Filter Change Kit (Part No. KPES01129) or equal	3 kits	\$	\$ _____
Total (Items 0001 through 0006)				\$

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Option
Items

0101	Proton Energy Systems, Inc. HOGEN 20 Tank Filling/Stainless Steel Hydrogen Generator (Part No. PES01094) or equal	1 each	\$	\$
0102	Proton Energy Systems, Inc. 400 Gallon Tank Assembly (Part No. PES400TNK) or equal	1 each	\$	\$
0103	Installation of Items 0001 and 0002, with 16 hours of on-site training, at upper-air site at Princess Juliana International Airport, St. Maarten	1 job	\$	\$
0104	Documentation (in English) for Items 0001 and 0002, consisting of Operations, Maintenance, and Installation Manual, Training Materials, and Installation Drawings	1 set	\$	\$
0105	Proton Energy Systems, Inc. Major Mechanical Spares Kit (Part No. KPES01136) or equal	1 kit	\$	\$
0106	Proton Energy Systems, Inc. Overhaul Filter Change Kit (Part No. KPES01129) or equal	1 kit	\$	\$ _____
Total (Option Items 0101 through 0106)				\$

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Option
Items

0201	Proton Energy Systems, Inc. HOGEN 20 Tank Filling/Stainless Steel Hydrogen Generator (Part No. PES01094) or equal	1 each	\$	\$
0202	Proton Energy Systems, Inc. 400 Gallon Tank Assembly (Part No. PES400TNK) or equal	1 each	\$	\$
0203	Installation of Items 0001 and 0002, with 16 hours of on-site training, at upper-air site at Norman Manley International Airport, Kingston, Jamaica	1 job	\$	\$
0204	Documentation (in English) for Items 0001 and 0002, consisting of Operations, Maintenance, and Installation Manual, Training Materials, and Installation Drawings	1 set	\$	\$
0205	Proton Energy Systems, Inc. Major Mechanical Spares Kit (Part No. KPES01136) or equal	1 kit	\$	\$
0206	Proton Energy Systems, Inc. Overhaul Filter Change Kit (Part No. KPES01129) or equal	1 kit	\$	\$ _____
Total (Option Items 0201 through 0206)				\$

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Option
Items

0301	Proton Energy Systems, Inc. HOGEN 20 Tank Filling/Stainless Steel Hydrogen Generator (Part No. PES01094) or equal	1 each	\$	\$
0302	Proton Energy Systems, Inc. 400 Gallon Tank Assembly (Part No. PES400TNK) or equal	1 each	\$	\$
0303	Installation of Items 0001 and 0002, with 16 hours of on-site training, at upper-air site at Belize International Airport, Belize	1 job	\$	\$
0304	Documentation (in English) for Items 0001 and 0002, consisting of Operations, Maintenance, and Installation Manual, Training Materials, and Installation Drawings	1 set	\$	\$
0305	Proton Energy Systems, Inc. Major Mechanical Spares Kit (Part No. KPES01136) or equal	1 kit	\$	\$
0306	Proton Energy Systems, Inc. Overhaul Filter Change Kit (Part No. KPES01129) or equal	1 kit	\$	\$ _____
Total (Option Items 0301 through 0306)				\$

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Option
Items

0401	Proton Energy Systems, Inc. HOGEN 20 Tank Filling/Stainless Steel Hydrogen Generator (Part No. PES01094) or equal	1 each	\$	\$
0402	Proton Energy Systems, Inc. 400 Gallon Tank Assembly (Part No. PES400TNK) or equal	1 each	\$	\$
0403	Installation of Items 0001 and 0002, with 16 hours of on-site training, at upper-air site at the International Airport in San Andres Island, Columbia	1 job	\$	\$
0404	Documentation (in English) for Items 0001 and 0002, consisting of Operations, Maintenance, and Installation Manual, Training Materials, and Installation Drawings	1 set	\$	\$
0405	Proton Energy Systems, Inc. Major Mechanical Spares Kit (Part No. KPES01136) or equal	1 kit	\$	\$
0406	Proton Energy Systems, Inc. Overhaul Filter Change Kit (Part No. KPES01129) or equal	1 kit	\$	\$ _____
Total (Option Items 0401 through 0406)				\$

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Option
Items

0501	Proton Energy Systems, Inc. HOGEN 20 Tank Filling/Stainless Steel Hydrogen Generator (Part No. PES01094) or equal	1 each	\$	\$
0502	Proton Energy Systems, Inc. 400 Gallon Tank Assembly (Part No. PES400TNK) or equal	1 each	\$	\$
0503	Installation of Items 0001 and 0002, with 16 hours of on-site training, at upper-air site at Hato International Airport, Curacao	1 job	\$	\$
0504	Documentation (in English) for Items 0001 and 0002, consisting of Operations, Maintenance, and Installation Manual, Training Materials, and Installation Drawings	1 set	\$	\$
0505	Proton Energy Systems, Inc. Major Mechanical Spares Kit (Part No. KPES01136) or equal	1 kit	\$	\$
0506	Proton Energy Systems, Inc. Overhaul Filter Change Kit (Part No. KPES01129) or equal	1 kit	\$	\$ _____
Total (Option Items 0501 through 0506)				\$

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Option
Items

0601	Proton Energy Systems, Inc. HOGEN 20 Tank Filling/Stainless Steel Hydrogen Generator (Part No. PES01094) or equal	1 each	\$	\$
0602	Proton Energy Systems, Inc. 400 Gallon Tank Assembly (Part No. PES400TNK) or equal	1 each	\$	\$
0603	Installation of Items 0001 and 0002, with 16 hours of on-site training, at upper-air site in Santo Domingo, Dominican Republic	1 job	\$	\$
0604	Documentation (in English) for Items 0001 and 0002, consisting of Operations, Maintenance, and Installation Manual, Training Materials, and Installation Drawings	1 set	\$	\$
0605	Proton Energy Systems, Inc. Major Mechanical Spares Kit (Part No. KPES01136) or equal	1 kit	\$	\$
0606	Proton Energy Systems, Inc. Overhaul Filter Change Kit (Part No. KPES01129) or equal	1 kit	\$	\$ _____
Total (Option Items 0601 through 0606)				\$

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Option
Items

0701	Proton Energy Systems, Inc. HOGEN 20 Tank Filling/Stainless Steel Hydrogen Generator (Part No. PES01094) or equal	1 each	\$	\$
0702	Proton Energy Systems, Inc. 400 Gallon Tank Assembly (Part No. PES400TNK) or equal	1 each	\$	\$
0703	Installation of Items 0001 and 0002, with 16 hours of on-site training, at upper-air site at Nassau International Airport, Bahamas	1 job	\$	\$
0704	Documentation (in English) for Items 0001 and 0002, consisting of Operations, Maintenance, and Installation Manual, Training Materials, and Installation Drawings	1 set	\$	\$
0705	Proton Energy Systems, Inc. Major Mechanical Spares Kit (Part No. KPES01136) or equal	1 kit	\$	\$
0706	Proton Energy Systems, Inc. Overhaul Filter Change Kit (Part No. KPES01129) or equal	1 kit	\$	\$ _____
Total (Option Items 0701 through 0706)				\$
GRAND TOTAL (Items 0001 through 0006 plus Option Items 0101 through 0706)				\$

Addendum to FAR Clause 52.212-4

Federal Acquisition Regulation (FAR) Clause 52.212-4 is incorporated by reference in this solicitation and resultant contract. As provided for by FAR 12.302, this clause is tailored as set forth in this addendum.

The following specific changes to FAR Clause 52.212-4 are made:

1. Paragraphs (t), (u), (v), (w), and (x) are added to the clause as follows:

(t) *Salient Characteristics.* The equipment to be furnished under this contract shall comply with the salient characteristics set forth below. (it is the Government's understanding that the "brand name" products identified in the "Addendum for Continuation of Blocks 19 - 24 from SF 1449" included in this contract comply with these salient characteristics.)

- (1) All equipment must be sufficiently compact and lightweight so as to be able to be transported by air-freight.
- (2) All equipment must not make use of hazardous materials, such as potassium hydroxide or asbestos.
- (3) Hydrogen generators must have inherent process pressure system so as to eliminate the need for mechanical compressors and compressor motors.
- (4) Storage tanks must be ASME-certified and sufficiently large to enable seven balloon launches (with approximately 80 standard cubic feet of hydrogen per balloon) without regeneration of hydrogen.

(u) *Delivery Schedule.*

Items 0001, 0002, 0003A, 0003B, 0003C, 0004, 0005, and 0006:

One each of Items 0001, 0002, 0004, 0005, and 0006 shall be delivered F.O.B. Destination to the installation sites identified in Items 0003A, 0003B, and 0003C in the "Addendum for Continuation of Blocks 19 - 24 from SF 1449." Government acceptance of these Items at each site shall not take place until the Contractor has successfully completed installation and training (as called for by Items 0003A, 0003B, and 0003C) at the site.

Installations (and training) shall be successfully completed by the Contractor not later than the following schedule:

Barbados:	120 days after contract award
Trinidad:	150 days after contract award
Grand Cayman:	180 days after contract award

The fourth set of documentation called for by Item 0004 shall be delivered F.O.B. Destination to the Contracting Officer's Technical Representative (COTR) not later than 120 days after contract award.

Each set of documentation shall include one Operations, Maintenance, and Installation Manual, one complete set of Installation Drawings, and five sets of training materials.

As part of each installation, the Contractor shall be responsible for installation and start-up of all equipment, including making all necessary connections from the hydrogen generator to the storage tank (power and water will be available at each installation site). The Contractor shall be responsible for commissioning the equipment, including purging (water or gas for purging will be available at each installation site).

The training to be provided by the Contractor at each installation site shall encompass installation, operation, routine maintenance, and troubleshooting. A minimum of 16 hours of training shall be provided by the Contractor at each site (suitable space for the classroom portion of the training will be available at each installation site).

Option Items 0101, 0102, 0103, 0104, 0105, 0106, 0201, 0202, 0203, 0204, 0205, 0206, 0301, 0302, 0303, 0304, 0305, 0306, 0401, 0402, 0403, 0404, 0405, 0406, 0501, 0502, 0503, 0504, 0505, 0506, 0601, 0602, 0603, 0604, 0605, 0606, 0701, 0702, 0703, 0704, 0705, and 0706:

Deliveries shall be made F.O.B. Destination to the installation sites identified in Option Items 0103, 0203, 0303, 0403, 0503, 0603 and 0703 in the "Addendum for Continuation of Blocks 19 - 24 from SF 1449."

Government acceptance of the materials and documentation shipped to each installation site shall not take place until the Contractor has successfully completed installation and training at the site.

Installations (and training) shall be successfully completed by the Contractor at a quantity of no less than 1 per month commencing not later than 120 days after exercise of the option.

Each set of documentation shall include one Operations, Maintenance, and Installation Manual, one complete set of Installation Drawings, and five sets of training materials.

As part of each installation, the Contractor shall be responsible for installation and start-up of all equipment, including making all necessary connections from the hydrogen generator to the storage tank (power and water will be available at each installation site). The Contractor shall be responsible for commissioning the equipment, including purging (water or gas for purging will be available at each installation site).

The training to be provided by the Contractor at each installation site shall encompass installation, operation, routine maintenance, and troubleshooting. A minimum of 16 hours of training shall be provided by the Contractor at each site (suitable space for the classroom portion of the training will be available at each installation site).

- (v) *Exercise of Options.* The Government may exercise any or all of Option Items 0101 through 0706 at the prices set forth in the "Addendum for Continuation of Blocks 19 - 24 from SF 1449" included in this contract by providing written notice from the Contracting Officer to the Contractor not later than December 31, 2003.
- (w) *Clauses Incorporated by Reference.* The following FAR clauses are incorporated by reference:

Clause No.	Date	Title
52.247-34	NOV 1991	F.O.B. DESTINATION
52.245-2	DEC 1989	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)

With respect to FAR Clause 52.245-2, the Government will make available to the Contractor the following items for use in performing this contract:

- (1) Electrical power and water will be available at each installation site.
- (2) Water or gas for purging will be available at each installation site.
- (3) Suitable space for the classroom portion of the training will be available at each installation site.
- (4) Appropriate mounting pads for installation of the hydrogen generator and the storage tank will be available at each installation site.

- (x) *Clauses Incorporated in Full Text.* The following clauses apply:

Clauses Incorporated by Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

Packing for Overseas Shipment (CAR 1352.247-71) (March 2000)

Supplies shall be packed for overseas shipment in accordance with the best commercial export practice suitable for transport to arrive undamaged at ultimate destination.

Contracting Officer's Authority (CAR 1352.201-70) (March 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

Contracting Officer's Technical Representative (COTR)
(CAR 1352.201-71) (March 2000)

a. Mr. Kenneth Clark is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

U.S. Department of Commerce, NOAA
National Weather Service (Code W/IA)
1325 East-West Highway, Station #11142
Silver Spring, Maryland 20910-3283
Telephone: (301) 713-0647

b. The responsibilities and limitations of the COTR are as follows:

(1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate

assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

Organizational Conflict of Interest (CAR 1352.209-71) (March 2000)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including the paragraph (d), in any subcontract of consultant agreement hereunder.

Harmless from Liability (CAR 1352.33-70) (March 2000)

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

Compliance with the Laws (CAR 1352.209-73) (March 2000)

The Contractor shall comply with all applicable laws, rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees necessary for such performance, and shall procure such permits, licenses and other required authorizations from the United States and from state and local authorities as may be necessary in connection with beginning or carrying on to completion of the contract work, and shall at all times comply with all United States, state and local laws in any way affecting the contract work. The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

Printing (CAR 1352.208-70) (March 2000)

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

Regulatory Notice (CAR 1352.252-70) (March 2000)

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

Express Warranty

In addition to the implied warranty of merchantability and the implied warranty of fitness for a particular purpose contained in Paragraph (o) of FAR Caluse 52.212-4, the following express warranty applies to this contract:

1. For a period of one year following Government acceptance of Items 0001, 0002, 0005 (and the corresponding Option Items, if exercised by the Government), the Contractor warrants that it will, at no expense to the Government, promptly correct or replace any of the equipment provided by the Contractor under said Items (and Option Items) should such equipment fail to conform to the requirements of this contract.
2. The cost of shipping defective equipment from the installation site to the Contractor's facility shall be borne by the Contractor. Likewise, the cost of shipping corrected or replacement equipment from the Contractor's facility to the installation site shall be borne by the Contractor.

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (FAR 52.212-5) (Dec 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☒ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I of 52.219-23.

☐ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)

☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

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☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

☐ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).

☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a - 10d).

☐ (19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

☐ (ii) Alternate I of 52.225-3.

☐ (iii) Alternate II of 52.225-3.

☒ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

☐ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

☐ (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

☒ (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).

Note: The following is inserted in the blank in Paragraph (b)(1):

“no later than 15 days prior to submission of the first request for payment”

☐ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

☐ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

☐ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et

seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

Addendum to FAR Provision 52.212-1

Federal Acquisition Regulation (FAR) Provision 52.212-1 is incorporated by reference in this solicitation. As provided for by FAR 12.302, this provision is tailored as set forth in this addendum.

The following specific changes to FAR Provision 52.212-1 are made:

1. Paragraphs (k), (l), (m), and (n) of the provision are added as follows:

(k) *Provisions Incorporated by Reference.* The following FAR provisions are incorporated by reference:

Provision Number	Date	Title
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY

(l) *Detailed Technical Proposal Preparation Instructions.* With respect to the information called for by Paragraphs (b)(4) and (b)(10) of this provision, proposals shall include the following:

- (1) As part of the technical description called for by Paragraph (b)(4), the offeror shall identify the make and model number of all equipment being offered. To the extent that the proposed equipment differs from the “brand name” products identified in the “Addendum for Continuation of Blocks 19 - 24 from SF 1449” contained as part of this solicitation, the offeror shall include product literature or other documents which demonstrate that the equipment complies with the salient characteristics set forth in Paragraph (t) of FAR Clause 52.212-4 (see the “Addendum to FAR Clause 52.212-4” contained in this solicitation).
- (2) As part of the past performance information called for by Paragraph (b)(10), the offeror shall include the identification of at least three contracts presently being performed, or which have been performed during the last three years, under which the offeror has delivered items similar in nature to those called for by this solicitation. If the offeror does not have three such contracts to list as references, the offeror shall identify as many such contracts as it does have.

The names and telephone numbers for contracting and technical points-of-contact for each contract shall be provided, along with a description of the work performed under the contract, an identification of the quantities of deliverable items provided under the contract, and a discussion of the problems encountered in performing the contract. Additionally, the offeror shall address the steps it has taken to assure that similar problems do not occur in the future.

- (m) *Price Proposal Preparation Instructions.* With respect to the information called for by Paragraph (b) of this provision, proposals shall include the following:
- (1) Each offeror shall complete the certifications called for by FAR Provision 52.212-3 Alternate III, attached to this solicitation.
 - (2) If the offeror is using the Standard Form 1449 to submit its offer, it shall complete Blocks 12, 17, and 30 of the Standard Form 1449. When completing Block 17, the offeror shall include its DUNS number in addition to its name, address, and telephone number.
 - (3) Each offeror shall complete the "Addendum for Continuation of Blocks 19 - 24 from SF 1449" by inserting its proposed unit prices and total prices. The offeror must propose on all Items and Option Items.
 - (4) If the offeror is a HUBZone Small Business Concern and elects to waive the Price Evaluation Preference provided for by FAR Clause 52.219-4, the offeror shall so indicate.
 - (5) Unless the offeror is a small business, it shall include its Small Business Subcontracting Plan pursuant to FAR Clause 52.219-9.
- (n) *Provisions Incorporated in Full Text.* The following provisions apply:

Solicitation Provisions Incorporated by Reference (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may

identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

Type of Contract (FAR 52.216-1) (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

Service of Protests (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer located at:

U.S. Department of Commerce, NOAA
NWS Acquisition Management Division (OFA61)
1305 East-West Highway, Station #7623
Silver Spring, MD 20910-3281
Attn: Edward F. Tennant, Jr.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

Regulatory Notice (CAR 1352.252-71) (March 2000)

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

Service of Protests (CAR 1352.233-71) (March 2000)

An agency protest may be filed with either (1) the Contracting Officer, or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (Internet site: <http://www.rdc.noaa.gov/~amd/index.html>) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority).

Agency protests filed with the Contracting Officer shall be sent to the following address:

U.S. Department of Commerce, NOAA
NWS Acquisition Management Division (Code OFA61, E. Tennant)
1305 East-West Highway, Station #7623
Silver Spring, MD 20910-3281

If a protest is filed with either the Protest Decision Authority, or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be served upon both the Contracting Officer and Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO. Service upon the Contract Law Division shall be made, as follows:

U.S. Department of Commerce
Office of the General Counsel
Contract Law Division--Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
Attn: Jerry Walz, Esquire
FAX: (202) 482-5858

Department of Commerce Agency-Level Protest Procedures - Level Above the Contracting Officer

On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce the number of protests filed with the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer. Vendors may obtain a copy of these procedures through the Internet by accessing:

<http://www.rdc.noaa.gov/~amd/index.html>

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In the event, a vendor does not have access to the Internet, please contact the applicable procurement office for a hard copy of the agency level protest procedures.

Protests must be marked "Agency Level Protest" and addressed to the "Protest Decision Authority" indicated below:

Name, title of the person, address and fax number of the operating unit's Protest Decision Authority.

Ms. Helen Hurcombe
U.S. Department of Commerce, NOAA
Director, Acquisition and Grants Office
1305 East-West Hwy., Station #7618
Silver Spring, MD 20910-3281
FAX Number 301/713-0219

The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

U.S. Department of Commerce
Office of the General Counsel
Contract Law Division--Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
Attn: Jerry Walz, Esquire
FAX: (202) 482-5858

Inquiries (CAR 1352.215-73) (March 2000)

Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. They must be received no later than fifteen calendar days after the date of this solicitation. All responses to the questions will be made in writing and included in an amendment to the solicitation.

Addendum setting forth Evaluation Factors for Award

Only offers (a) which are technically acceptable, (b) which contain an acceptable Small Business Subcontracting Plan (if one is required pursuant to Federal Acquisition Regulation (FAR) Clause 52.219-9) and (c) which are from offerors determined to be responsible within the meaning of FAR 9.104-1 will be eligible for contract award. Materially unbalanced unit pricing may be construed to be indicative of a lack of business ethics and may render an offeror non-responsible.

Technical acceptability of an offer will be determined by the Government based on the information contained in the offeror's proposal and any past performance information available to the Government.

From those offers which are technically acceptable and are from responsible offerors, award will be made to the offeror submitting the lowest-priced offer, calculated by (1) summing the price for all firm items (i.e., Items 0001 through 0006) plus all option items (i.e., Option Items 0101 through 0706) and (2) making the adjustment, if any, called for by FAR Clause 52.219-4, entitled "Notice of Price Evaluation Preference for HUBZone Small Business Concerns."

**Offeror Representations and Certifications-Commercial Items
(FAR 52.212-3) (Feb 2002) Alternate III (Oct 2000)**

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it [] is, [] is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status

and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that-

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.

[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act-Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Balance of Payments Program-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-Balance of Payments Program-Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements,

tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)